



Consulting and Technical Services+ (CATS+)

Task Order Request for Proposals (TORFP)

## **SYSTEMS DEVELOPMENT STAFFING SUPPORT**

**CATS+ TORFP #G20B4400002**

**Maryland State Retirement Agency (MSRA)**

ISSUE DATE: January 24, 2014

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	Systems Development Staffing Support
<b>Functional Area:</b>	CATS+FA 5 – Software Engineering
<b>TORFP Issue Date:</b>	01/24/2014
<b>Closing Date and Time:</b>	02/13/2014 at 4:00 PM EST Local Time
<b>Questions Due Date and Time:</b>	02/07/2014 at 4:00 PM EST Local Time
<b>TORFP Requesting Agency:</b>	MSRA
<b>Send Questions and Proposals to:</b>	Ms. Margie J. Gordon, CPPB Senior Procurement Officer procurement@sra.state.md.us
<b>TO Procurement Officer:</b>	Ms. Margie J. Gordon, CPPB mgordon@sra.state.md.us Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704
<b>TO Manager:</b>	Mr. Thomas Montanye tmontanye@sra.state.md.us Office Phone Number: 410-625-5665 Office FAX Number: 410-468-1711
<b>TO Project Number:</b>	G20B4400002
<b>TO Type:</b>	Time and Material, with a not-to-exceed limit
<b>Period of Performance:</b>	Beginning June 1, 2014 and extending until October 31, 2018
<b>MBE Goal:</b>	30 %
<b>VSBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	MSRA Sun Trust Building 120 East Baltimore Street Baltimore, MD 21202
<b>TO Pre-proposal Conference:</b>	MSRA Sun Trust Building 120 East Baltimore Street, 16 <sup>th</sup> Floor Baltimore, MD 21202 01/31/2014 at 10:00 AM See Attachment 6 for directions.

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

## **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement (scope issues, and for authorizing any changes to the TO Agreement).

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

## **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Contractor's price proposal.

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 25 MB, as two (2) attachments in MS Word 2010 format. The "subject" line in the e-mail submission shall state the TORFP #G20B4400002. The first file shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #G20B4400002 Technical". The second file shall be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #G20B4400002 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 – Certification Regarding Investments in Iran

## **1.4 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations. Master Contractor shall bring named and key proposed personnel to the oral presentation.

## **1.5 QUESTIONS**

All questions shall be submitted via email to the TO Procurement Officer no later than five (5) business days prior to the closing date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP. Answers can be considered final and binding only when they have been answered in writing by the State.

## ***1.6 TO PRE-PROPOSAL CONFERENCE***

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

## ***1.7 MINORITY BUSINESS ENTERPRISE (MBE)***

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## ***1.8 CONFLICT OF INTEREST***

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors shall be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## ***1.9 NON-DISCLOSURE AGREEMENT***

Certain system documentation may be available for potential Offerors to review at a reading room at the MSRA, 120 East Baltimore Street, Baltimore, Maryland 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment. . Appointments to review reading room materials must be scheduled in advance through the TO Procurement Officer, and may only be for two (2) hours at a time.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such

documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### ***1.10 LIMITATION OF LIABILITY CEILING***

Pursuant to Section 27 (C) of the CATS+ Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount.

### ***1.11 CHANGE ORDERS***

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### ***1.12 TRAVEL REIMBURSEMENT***

It is not expected that MSRA will reimburse any travel expenses in the course of this on-site supplemental staffing type contract. However, should unanticipated off-site requirements arise, wherein the TO Contractor will be required to travel above and beyond Agency premises in the course of carrying out assigned responsibilities, expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

### ***1.13 LIVING WAGE***

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit Agreement.

### ***1.14 IRANIAN NON-INVESTMENT***

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

### ***1.15 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES***

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS+ task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The MSRA (or Agency) is issuing this CATS+ TORFP to one Master Contractor to obtain ongoing Systems Development Staffing Support services. Three (3) Senior Computer Programmers are required to support the full range of systems development, maintenance, and enhancement requests on Agency applications, except for direct support of the Maryland Pension Administration System (MPAS), which is supported under another contract. TO Contractor staff shall work side-by-side with Agency Information Systems staff, under Agency Systems Development management, in executing this Scope of Work.

This TORFP is issued to initially obtain the services of three (3) full-time technical staff members. As part of the evaluation of the proposal for this TO, Master Contractors will propose **up to three (3) named resources** and will describe in a Staffing Plan how additional resources will be acquired to meet future needs of MSRA. Note that CATS+ rules require that any named proposed on-site resource submitted in a proposal, participating in an oral presentation, or otherwise incorporated into the Agency's substantive evaluation of a proposal submission by a TO Contractor, be fully available to start work on any contract that might result from this procurement, at time of contract award; if any such proposed named or participating on-site resource is not available at time of award, then the proposal submission will be eliminated from further consideration.

Over the prospective contract period of performance, the Agency reserves the right to incrementally adjust staffing levels, depending on anticipated task assignments for any given time period.

However, the Agency shall not exceed a complement of five (5) Senior Computer Programmers nor does it currently anticipate less than one (1) Senior Computer Programmer at any point in time. Sufficient advance notice of four (4) weeks will be provided to the TO Contractor should any adjustment be required. For the addition of resources, MSRA will utilize the Work Order Process defined in Section 2.17 to add additional resources. For the release of a resource, MSRA will send an email notifying TO Contractor of reduction in staffing level.

Workstation space with a computer and telephone set will be provided by the Agency for TO Contractor Personnel and the Agency will work with the TO Contractor to maintain a largely consistent level of staffing and personnel assignment. The contract shall be a time-and-material based with a not-to-exceed limit.

### 2.2 REQUESTING AGENCY BACKGROUND

The Agency, on behalf of the Maryland State Retirement and Pension System (MSRPS or System), is the administrator of a multi-employer public employee retirement system. This system provides retirement allowances and other benefits to State employees, teachers, judges, legislators, state police, law enforcement officers, correctional officers and employees of participating governmental units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State.

The Agency has a two-fold mission: (1) to administer benefits of the System's participants and (2) to ensure that sufficient assets are available to fund the benefits when due. This entails:

- Effectively communicating with all retirement plan participants to inform and educate them about planning and preparing for all aspects of their future retirement;
- Accurately and timely paying retirement allowances to the System's retirees and their beneficiaries, and refunds to those who withdraw from the programs;



- Prudently investing System assets in a well-diversified manner to optimize long-term returns while controlling risk; and,
- Efficiently collecting the required employer and member contributions necessary to fund the System.

The Agency has approximately 200 employees based at 120 E. Baltimore Street, Baltimore, Maryland with a small remote office in Annapolis. The value of the assets of the System is approximately \$41.2 billion as of June 30, 2013, making it one of the larger public retirement funds in the country.

There are approximately 132,500 payments issued monthly to retirees and beneficiaries, and approximately 193,000 active members for whom the Agency performs payroll and retirement / pension processing. In addition to the State itself as an employer, the Agency works with approximately 120 local eligible PGUs that voluntarily participate in the distinct retirement and pension program groups administered by the Agency. The Agency's Comprehensive Annual Financial Report (CAFR) lists all PGUs and can be found on the Agency's public web site. Members of the MSRPS participate in one of the following systems, each of which includes a Plan Summary in the CAFR:

- Teachers' Retirement System
- Teachers' Pension System
- Employees' Retirement System, which includes subsystems:
  - Legislative Pension Plan
  - Correctional Officers' Retirement System
- Employees' Pension System
- Judges' Retirement System
- State Police Retirement System
- Local Fire and Police System
- Law Enforcement Officers' Pension System

Multiple plan levels may exist within a system. The Agency administers approximately 55 separate retirement and pension programs, and each plan has a unique set of provisions that impact enrollment, eligibility, and the calculation of benefits. Within the pension systems listed immediately above, there are also up to four (4) "tiers" that each applies to different member groups during different time periods. For example, within the Employees' Pension System, there were periods during which there was a non-contributory plan, then a contributory plan, then an alternate contributory plan, and most recently a "reformed" contributory plan. These tiers are also described in the CAFR.

In addition, these retirement programs permit transfers between the programs to support the membership and the citizens of the State. In a recent benchmarking study, MSRA's inventory of pension programs was determined to be of above-average complexity within the public retirement industry. This same study indicated that MSRA's member service delivery levels are also above-average.

### **2.3 ROLES AND RESPONSIBILITIES**

The Agency will provide strategic direction and management to activities conducted under this Scope of Work. The TO Master Contractor shall provide qualified personnel to perform required duties, as stated in Section 2.1 above, and shall manage those resources to ensure that technical skills remain current and that staff assignments to this TO Agreement are consistent throughout the TO Agreement duration. Assigned personnel shall directly perform all services required.

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

TO Contractor will provide invoices as specified under Section 2.12 Invoicing. TO Contractor is responsible for making payments to the TO Contractor Personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TORFP over the course of the TORFP period of performance.

## 2.4 PROJECT BACKGROUND

The Agency's Information Systems Division has a small number of application programmers and analysts. There are numerous internal management requests for improvements to existing application systems. In addition, application changes are periodically necessitated by legislative actions, or by directives or requests from the MSRPS Board of Trustees. The majority of these changes are modest in scope; the Agency anticipates that the typical assignment under this TO Agreement shall require 1 to 6 person-months' effort per assignment.

The Agency's existing applications inventory, other than MPAS, consists mostly of the following:

- A custom-developed imaging system ("Folder Inquiry") is used for member services related documents, which is in the process of being enhanced to integrate with barcoding technology. The intent is to eventually capture document data on a secure member web site, which will be released once documents are authorized and received, in turn creating the document index in Folder Inquiry automatically as the image is scanned and saved. At this time, barcoding is being applied to document indexing as a component of the scanning operation.
- Several commercial-off-the-shelf (COTS) software products are in use at the Agency, e.g., Traverse fund accounting software.
- Secure file exchange with Participating Governmental Units, which is being enhanced to provide editing capabilities, all within a secure employer web site. This includes both uploads of payroll information from employers, revenue control transmittals, and reporting back to employers of Agency activity.

- The Deferred Retirement Option Program (DROP), managing a considerable volume of activity supporting State Police and Law Enforcement Officers plans. The Agency intends to automate the interface between DROP and Create-a-Check.
- An authentication module for both the prospective Secure Member Internet site and the secure employer site referenced immediately above.
- MD Time, a State- and Agency-supported application to report and track work time and leave.
- Deceased benefits tracking.
- A customized program to compute “buy-backs” of service credits installed on numerous Administration Division workstations and supported by the Systems Development unit.
- The Agency’s public web site, [www.sra.state.md.us](http://www.sra.state.md.us).
- The “SRA Café,” an intranet application utilizing Microsoft SharePoint that supports Agency business functions including Human Resources, Investments, Information Systems, External Affairs, Member Services, Procurement, and other operations.
  - “Wiki” technology is used by Member Services to create and maintain online reference manuals.
  - The “Form 42” process is automated, which is used to escalate questions received from members who contact the Member Services Call Center, to track progress of all inquiries, and ultimately to communicate back responses to the members.
  - Legislative Tracking is included in the SRA Café, in addition to the Board Portal and the public web site.
  - Useful links and resources are provided to all staff on the SRA Café, including news and press releases, the Agency calendar, staff and telephone directories, etc.
- A secure web portal for the Board of Trustees, incorporating useful links for Trustees to use to obtain general information on public pensions, along with agenda and supporting documentation (e.g., medical details for disability cases, reports, etc.).

These are mostly .NET programs (Visual Studio using VB.NET, C#, and ASP.NET, periodically upgraded to current product releases), with a few Microsoft Access applications. Documentation exists for some, but not all, of the applications other than MPAS in use at the Agency. The Agency has a style book and standards for its application systems, which shall be used by the TO Contractor for all systems development work.

The Agency operates its own Data Center at its 120 E. Baltimore Street, Baltimore, Maryland location, which contains the Agency’s local area network of Intel-based servers and a storage area network. It also shares the State of Maryland’s Annapolis Data Center for limited mainframe operations. The proposed TO Agreement is targeted at Microsoft server-based applications operating in a Windows 2003 / 2008 server, SQL Server 2005 / 2008, SharePoint 2010, and Internet / intranet server environment conforming to the Agency’s adopted Services Oriented Architecture and .NET programming standards. The Agency currently uses the ILOG 2.6 business rules product from IBM.

## **2.5 REQUIREMENTS**

In that no single assignment under this Scope of Work is expected to encompass the entire systems development life cycle, deliverables will vary widely and are not pre-determined.

### **2.5.1 GENERAL REQUIREMENTS:**

In general, the work to be accomplished by the TO Contractor Personnel under this TORFP consists of the following:

- A. TO Contractor Personnel shall analyze program logic;

- B. TO Contractor Personnel shall identify and document the optimal time, resource, and cost effective means to implement changes to processing logic;
- C. TO Contractor Personnel shall clearly communicate suggested system modifications to MSRA client and technical personnel, gain user acceptance of modifications in advance of coding, execution, and testing;
- D. TO Contractor Personnel shall create new software code / objects to meet the requirements of a given assignment;
- E. TO Contractor Personnel shall develop and execute testing plans;
- F. TO Contractor Personnel shall prepare documentation of changes and test results that show that modifications or developed software modules work correctly and do not adversely affect secondary software. The documentation shall be in a narrative format which can be easily interpreted by MSRA personnel; and
- G. TO Contractor Personnel shall update, or create documentation to the extent that there is no existing documentation, including (not exclusively) design documents, program descriptions, report descriptions, and operational procedures.

All of TO Contractor Personnel assigned to perform the TO Agreement shall work continuously for the duration of the TO Agreement, as long as performance is satisfactory to the TO Manager. The TO Contractor's Senior Computer Programmers assigned to the TO Agreement shall possess a balance of both business and technical experience. Included in the category of business skills and experience required are development of status reports, and ongoing presentation of concepts, requirements, and results to technical, client, management, and team personnel. The Senior Computer Programmer position is a technical position and all proposed personnel who qualify for this labor category shall be technically-focused systems development professionals.

### **2.5.2 SUPPORT REQUIREMENTS:**

The TO Contractor, on an on-going basis, shall provide the ability to support and modify application programs while utilizing structured software development techniques, by providing:

- A. Programming skills using Microsoft Visual Studio 2010 / 2012 to produce VB.NET, ASP.NET, and C# program code;
- B. Microsoft SQL Server 2005 and 2008 (moving to 2012) database skills;
- C. Service-Oriented Architecture (SOA) design concepts; and
- D. Experience operating within a formal Change Management and Control regime.
- E. On-going monitoring of Production processes as needed, performing corrections as needed, and providing product incremental enhancements to support Agency business users and Information Systems Division.

### **2.5.3 SDLC COMPLIANCE REQUIREMENTS:**

The TO Contractor shall comply with the State of Maryland SDLC in performing any and all duties and in delivering all service requirements of this TORFP. When required, the Agency's TO Contract Monitor shall direct TO Contractor personnel in applying the SDLC to specific assignments, as those assignments are made.

### **2.5.4 TOOLS/SOFTWARE REQUIREMENTS:**

The TO Contractor shall be proficient with standard Microsoft Office 2010 software products such as:

- A. MS Excel software which shall be used to facilitate compilation, review, and reconciliation for testing pension application modifications;
- B. MS Word word-processing software which shall be used for documentation;

- C. MS Access database system (some VBA and/or SQL helpful);
- D. MS Visio for producing diagrams and flow charts;
- E. MS Project for routine project management and reporting functions; and
- F. MS Outlook/Exchange for routine email communication inside/outside the Agency.

## **2.6 WORK HOURS**

The TO Contractor's assigned personnel shall generally work an eight-hour day (generally 8:00 AM until 4:30 PM with a 30-minute break for lunch), Monday through Friday- except for State holidays. TO Contractor Personnel may also be required to participate in a rotating on-call schedule, providing non-business hours support. Due to heavier workloads at year-ends (calendar or fiscal) or other planned IS activities, support services provided by the TO Contractor may involve some State holidays (including Salary Reduction days), evening and/or weekend hours in addition to core business-day hours. These non-business hours shall be billed on actual time worked at the rates proposed in the TO Contractor's financial proposal.

## **2.7 DELIVERABLES**

### **2.7.1 MINIMUM DELIVERABLE QUALITY**

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

### **2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

Deliverable descriptions and acceptance criteria shall be provided to the TO Contractor and its personnel prior to any requirement that a formal deliverable be produced as part of the TO Contractor's work effort. The format and content of any additional deliverables required during the course of this TO will be determined and described by the TO Manager or delegate at the initiation of any work assignment involving a deliverable. All deliverables shall conform to the State's SDLC, as targeted by the Agency to the given assignment.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.7.2.1	Bi-Weekly Report	A MS Word document or verbal presentation that shall document the following: <ul style="list-style-type: none"> <li>• Work Completed for the period.</li> <li>• Issues encountered for the period and recommendations to solve.</li> </ul>	Every Other close of business (COB) Friday
2.7.2.2	Application Code	Developers must give a copy of their code to the TO Manager or put the code into the code repository in accordance with MSRA standards.	Per project as per business requirements
2.7.2.3	Release Notes	A MS Word document that shall document: <ul style="list-style-type: none"> <li>• Any patches that were applied to production application.</li> <li>• Steps for performing patches.</li> </ul>	Per project as per business requirements. Receipt is required for any proposed changes to Production software.
2.7.2.4	SDLC related documentation	Documents with MS Word document, MS Excel, Visio tools. Follow the State of Maryland’s SDLC Guideline (section 2.8)	Per project; one week after deployment

## 2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

All TO Contractor Personnel, while on-site or representing the Agency shall adhere to all Agency policies, guidelines, dress codes, and other standards placed on Agency personnel. These standards will be provided to the TO Contractor by the Agency, and may be changed from time to time.

## **2.9 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS**

The Master Contractor's proposed staff shall possess, and the Master Contractor's proposal shall document, a professional level of expertise in both the technical areas identified in Section 2.5 above, as follows:

### **Senior Computer Programmer (propose up to three)**

Individuals in this category shall participate in all phases of software development and maintenance. Emphasis is on analysis, programming, testing, and documentation. The individual shall possess the following minimum qualifications:

- These individuals shall have a minimum of eight (8) years of programming experience in software development OR maintenance.
- At least three (3) of the past eight (8) years of working experience shall be directly related to a subset of the following technologies, listed in decreasing order of importance:
  - VB.NET, C#.NET, or ASP.NET programming
  - Microsoft Visual Studio 2010 / 2012
  - Microsoft SQL Server 2005, 2008, or 2012
  - Service-Oriented Architecture
  - Formal Change Management and Control regime
- A minimum of two (2) years of experience developing or maintaining financial-type application systems that support 2 or more of: general / managerial accounting, tax, interest-bearing customer accounting, or actuarially-based calculations.

## **2.10 OFFEROR PERSONNEL PREFERRED QUALIFICATIONS**

It is strongly preferable that proposed Senior Computer Programmer personnel have a minimum of two (2) years of experience working with public defined benefit pension systems in addition to requisite technical skills, and these industry-specific skills will be given additional weight in considering and comparing the Master Contractors' proposals.

## **2.11 OFFEROR COMPANY MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The Master Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- TO Contractor or proposed subcontractor(s) shall possess at least one (1) year of corporate experience working with public defined benefit pension systems.

## **2.12 RETAINAGE**

Not applicable for work performed under this Scope of Work.

## **2.13 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval.

The TO Contractor shall submit invoices for payment on or before the 15<sup>th</sup> day of the month following hours worked.

### **2.13.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify the MSRA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor) for payment to the Agency at the following address:
  - Thomas Montanye at [tmontanye@sra.state.md.us](mailto:tmontanye@sra.state.md.us)
- C) Copies of invoices and supporting documentation must also be sent by electronic mail to the following:
  - Calvin Kiser at [ckiser@sra.state.md.us](mailto:ckiser@sra.state.md.us)
  - Ira Greenstein at [igreenstein@sra.state.md.us](mailto:igreenstein@sra.state.md.us)
  - Margie Gordon at [mgordon@sra.state.md.us](mailto:mgordon@sra.state.md.us)
- D) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### **2.14 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Agency at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be emailed directly from the subcontractor to the email addresses listed in Section 2.13.1 (B) above. The Agency will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the email addresses listed in Section 2.13.1 (B) above.

### **2.15 PERFORMANCE AND PERSONNEL**

#### **2.15.1 PERFORMANCE ISSUE MITIGATION**

At any time during the task order period of performance, should the performance of a TO Contractor resource be deemed unsatisfactory, MSRA will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within five (5) business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.



### ***2.15.2 SUBSTITUTION OF PERSONNEL***

The Master Contractor must provide MSRA with detailed credentials of any proposed substitute, and the credentials of such individual must be equivalent or superior to the incumbent. The Master Contractor may not replace personnel without the approval of MSRA.

The Master Contractor may designate any or all Senior Computer Programmers as “Key Personnel,” who are thereby considered particularly important to the delivery of the proposed support services and whose credentials will be given added weight by the Agency in the review of proposals. Substitution of “Key Personnel” is further discussed in Section 4.2 of this TORFP. Should the Master Contractor wish to substitute personnel for an individual designated as “Key Personnel” on the TO Agreement, the Master Contractor must provide at least 5 business days advance notice of the proposed substitution to the TO Manager. Key Personnel shall not be removed from the TO Agreement without the prior approval, in writing if practicable, of the Agency’s TO Manager.

The substitution of personnel procedures is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- C) Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.
- D) The Master Contractor shall provide training for all substitute personnel in both the technical and business requirements of this TORFP, at the Master Contractor’s own expense. This training shall result in a substitute that is immediately capable of functioning as a productive member of the MSRA systems development team.

### ***2.15.3 PREMISES AND OPERATIONAL SECURITY***

The Agency is the custodian for a considerable volume of non-public personal information (NPPI) of both participants and retirees of the retirement and pension systems. NPPI is defined as any personally-identifiable information the Agency collects and stores, from employers, employees, and/or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, balances, and other information provided in confidence and related to retirement and pension programs administered by the Agency. In addition, the fact that an individual is a participant or retiree of the Agency-administered programs is in itself considered NPPI.

The TO Contractor, its employees, and subcontractors shall be required to attest that they understand that the Agency retains NPPI and that all such NPPI shall be protected by the TO Contractor at all times. At no time shall NPPI be removed, in any format, including but not limited to remote electronic access, from the Agency’s premises except as specifically approved in writing by the Agency on a case-by-case basis. In addition, NPPI must be protected at all times when on-site at the Agency. Specific proposed terms and conditions shall be included in the subsequent agreement between the Agency and the TO

Contractor (see Attachments 10 and 11 of this TORFP). If there are any inconsistencies between this Section 2.15.3 of this TORFP and the attached Non-Disclosure Agreements, the terms of this Section 2.15.3 shall control.

Notwithstanding any other condition, the following terms shall apply:

1. At the discretion of the Agency, any breach of confidentiality is cause for immediate termination of the TO Agreement with the TO Contractor.
2. The Agency shall determine what Agency-related information falls within the definition of confidential information. Absent specific guidance from the Agency to the contrary, all information must be treated by the TO Contractor as confidential information. The TO Contractor shall have policies and procedures in place to ensure the confidentiality of such information.
3. The TO Contractor shall perform a criminal background check on all of its employees or subcontractor employees who have any access to confidential information. All personnel assigned to this TO must not have been convicted of a felony.
4. The TO Contractor shall provide for the physical and electronic security of confidential information at all times when information is under the TO Contractor's control, and the TO Contractor must be able to determine any breach of NPPI.
  - a. The TO Contractor shall disclose to the Agency what safeguards it has in place to secure confidential information, to the extent that such disclosure does not compromise the TO Contractor's own confidential or proprietary information, but sufficient to assure the Agency that the MSRA's confidential information is secure.
  - b. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the TO Agreement, in a mutually acceptable manner, to include review of TO Contractor audits, summaries of test results, or other equivalent evaluations.
  - c. The TO Contractor shall not make copies of any Agency-supplied information, except as required for back-up or redundancy, and shall destroy or return to the Agency any information that is no longer necessary for the TO Contractor to fulfill its obligations. In no event shall any data survive the end of a contract, including the TO Agreement, and the TO Contractor must certify any destruction (including back-up copies) or return of information to the Agency.
5. Where prior written consent to subcontract is granted by the Agency, the TO Contractor remains responsible for ensuring that each subcontractor agrees to provide at least equivalent safeguards of confidential information to those of the TO Contractor. The TO Contractor must obtain Agency approval of these subcontractor safeguards prior to commencement of the subcontract. Notwithstanding any subcontract, it remains the TO Contractor's responsibility to the Agency to safeguard all confidential information.
6. The TO Contractor shall immediately notify the Agency and provide available details by telephone, with confirmation in writing, in the event of a breach or potential breach of confidential information.
  - a. The TO Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's confidential information and shall remain in frequent, regular contact with the Agency regarding the incident.

- b. The TO Contractor must take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.
7. TO Contractor Personnel shall not connect non-MSRA hardware to the Agency's computing resources without prior written approval by the Agency's TO Manager; if approved, the TO Contractor is required to provide protections equivalent to the Agency's protection of its own hardware.

Terms related to confidentiality provisions shall survive the termination of any contract, including the TO Agreement issued pursuant to this TORFP.

## ***2.16 PROFESSIONAL DEVELOPMENT***

The Master Contractor shall provide training for all assigned personnel periodically, to ensure that assigned personnel are current on technologies with which they work at the Agency.

The time allocated to these continuing education activities for staff deployed to the TO Requesting Agency on a full-time basis may not be charged to this task order, and to the extent that educational time conflicts with normal work hours, this time should be scheduled with the Agency's TO Manager in advance. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. The Master Contractor shall ensure that all personnel assigned to the TO Agreement with the MSRA are cross-trained in essential activities and skills as necessary to ensure continuity of work performed on the TO Agreement.

## ***2.17 WORK ORDER PROCESS***

- A) Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 15.
- B) The TO Manager shall e-mail a Work Order request (See Attachment 15) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the resource needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A Price to complete the Work Order Request using the format provided in Attachment 15.
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - 4) An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- D) The TO Manager shall review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification, or revision to the Work Order; and will provide the work order to the Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary.
- E) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

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## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. A TO Proposal shall contain the following sections in order:

#### 3.2.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Staffing Management Plan: a description of how the Offeror will provide resources in addition to any named personnel identified in this TORFP (see 3.2.1.B below) and how the TO Contractor Personnel shall be managed. Include:
  - a. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.**)
  - b. The process by which the TO Contractor will assure the Agency that the TO Contractor has tested and verified the **quality** of skills and experience of any resource, both technically and as a functioning member of teams, as much as the quantity of experience and nature of skills.
  - c. The process and proposed lead time for locating and bringing on board resources that meet Scope of Work and Task Order needs. The proposed Staffing Management Plan is an important component of the Technical Evaluation Criteria (see Section 4.2 below) and the extent of its specificity and relevance to the requirements as described in this TORFP shall be clearly represented in the order in which the TO Contractor plans to bring on additional personnel, for example:
    1. Whether individuals will be sourced from other TO Contractor contracts
    2. Whether individuals will be recruited from personnel with whom the TO Contractor has prior client contract experience
    3. Whether individuals will be identified using Internet-resident resources, and which specific resources will be used
  - d. Supporting descriptions for all labor categories proposed in response to this TORFP
  - e. Description of approach for quickly substituting qualified personnel after start of a Work Order

- 3). Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
  - 4) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- B) Proposed Personnel
- 1) Identify and provide resumes for **up to three (3)** proposed personnel by labor category. Any resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
  - 2) Certification by the Master Contractor that all proposed personnel meet the minimum required qualifications in accordance to Section 2.9.
  - 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
  - 4) Complete and provide Attachment 5 - Labor Classification Personnel Resume Summary with the Proposal response (signature required by the time of any oral presentation).
- C) MBE Participation
- Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- D) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of projects or contracts the Master Contractor or proposed subcontractor(s) has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, email and telephone number (point of contact must be available and knowledgeable about the work performed)
    - c) Services provided as they relate to Section 2 - Scope of Work.
    - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
    - e) Provide a listing of other projects of contracts the Master Contractor has completed, to substantiate the qualifications as stated in Sections 2.11 above, identified to either the Master Contractor or the Subcontractor.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
    - a) Name of organization.
    - b) Point of contact name, title, email and telephone number (point of contact must be available and knowledgeable about the work performed)

- c) Services provided as they relate to Section 2 - Scope of Work.
- d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Whether the contract was terminated before the original expiration date.
- g) Whether any renewal options were not exercised.

NOTE: State of Maryland experience can be included as part of Section E.2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

All work on this contract is anticipated to be performed on-site at MSRA, 120 E. Baltimore Street, Baltimore, Maryland 21202.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.2.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B) Attachment 1 - Completed Price Proposal with all rates fully loaded. The Master Contractor shall indicate the fixed hourly labor category rate for each labor category indicated. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days. Proposed rates are not to exceed the rates defined in the Master Contract. Please note that the number of class hours stated on Attachment 1 may vary over the course of the TO Agreement, at the discretion of the Agency. The hours listed are not a guarantee that the Master Contractor will be required to provide services and be paid for the hours stated herein. For each Labor Category, multiply the respective labor rate by the stated number of hours to derive the total cost for each category, add these together to derive the Total Evaluated Price for the initial year of the proposed TO Agreement. Include all such information on the Price Proposal, which is included as Attachment 1 to this TORFP.
- C) The first contract year shall end twelve (12) months following Notice to Proceed. The last contract year will terminate at the end of the contract term.
- D) To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories that may be utilized for this TORFP. Proposed rates are not to

exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2 TO TECHNICAL PROPOSAL EVALUATION CRITERIA**

The following are technical criteria for evaluating a TO Technical Proposal in descending order of importance.

- A) Qualifications and Experience of Personnel Proposed:
  - a. Key personnel proposed
  - b. Other named personnel proposed.
- B) The TO Contractor's Staffing Management Plan.
- C) Experience of the Master Contractor or proposed subcontractor(s) and the Master Contractor's approaches to maintaining technical currency of staff. The quality of the Master Contractor's proposal and oral presentation will be considered one indicator of the Master Contractor's ability to provide documentation and presentation services required by the Scope of Work.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9, company minimum qualifications in Section 2.11, and quality of responses to Section 3.2.1 of the TORFP TO Financial Proposals will be considered only for TO Proposals deemed technically qualified. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposals will be invited to make presentations to the Agency, during which the Agency will evaluate both the Offeror and the proposed individuals.
- C) Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit and credentials will be given greater weight than price.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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# ATTACHMENT 1 – PRICE PROPOSAL

## PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # **G20B4400002**

### LABOR CATEGORIES

Master Contractor shall propose up to three (3) named resources (Resources 1-3) who shall be available to start at TO award. Additional resources shall be obtained after TO award through a work order process up to the maximum specified in TORFP Section 2. Financial evaluation will be based on a 2080 hours per year basis per individual proposed and an overall financial impact. Contract Years 1-4 are expected to be full 12-months’ duration years, while Year 5 is expected to be of 5 months’ duration, and the number of hours below reflects this expectation.

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

A year for this task order shall be calculated as one calendar year from NTP. Labor Rate Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Enter the proposed rate for the respective year in Column A for each position. The maximum total class hours have been allocated in Column B. Complete Column C by multiplying the hours in Column B by each respective rate in Column A within the table.

Finally, add the dollar amounts for each position for the initial period, enter the Total Evaluated Price in the lower right-hand box in the table.

Period of Performance	A	B	C
Positions (Master Contractor to insert Proposed labor categories for this TORFP)	Hourly Labor Rate	Estimated Hours for Position	Total Proposed CATS+ TORFP Price
<b>Year 1</b>			
Resource #1 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #2 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #3 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
<b>Year 1 Evaluated Price</b>			\$
<b>Year 2</b>			
Resource #1 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #2 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #3 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
<b>Year 2 Evaluated Price</b>			\$

<b>Year 3</b>			
Resource #1 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #2 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #3 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
<b>Year 3 Evaluated Price</b>			\$
<b>Year 4</b>			
Resource #1 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #2 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
Resource #3 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	2,080	\$
<b>Year 4 Evaluated Price</b>			\$
<b>Year 5</b>			
Resource #1 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	870	\$
Resource #2 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	870	\$
Resource #3 – JOB TYPE (Insert Resource Name, if proposed, and CATS+ Labor Category)	\$	870	\$
<b>Year 5 Evaluated Price</b>			\$
<b>Total Evaluated Price = (Year 1 + Year 2 + Year 3 + Year 4 + Year 5)</b>			\$

---

 Authorized Individual Name

---

 Company Name

---

 Title

---

 Company Tax ID #

The Hourly Labor Rate is the actual fully-loaded, all-inclusive rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded, i.e., include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

# **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

## **TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

**CATS+ TORFP # G20B4400002**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS (CONT)

## D-1 MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- \_\_\_\_\_ percent African American      \_\_\_\_\_ percent Asian American  
\_\_\_\_\_ percent Hispanic American      \_\_\_\_\_ percent Woman-Owned
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

### OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee of a PORFP, I must submit the following additional documentation as directed in the PORFP.
- (a) MBE Participation Schedule (D-2)
  - (b) Outreach Efforts Compliance Statement (D-3)
  - (c) Subcontractor Project Participation Certification (D-4)
  - (d) Any other documentation, including D-7 waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH MASTER CONTRACT PROPOSAL**

### Attachment D-2 MBE Participation Schedule

<b>Prime Contractor:</b> <small>(Firm Name, Address, Phone)</small>	<b>Project Description:</b>
<b>Project Number:</b>	

**List Information For Each Certified MBE Subcontractor On This Project**

<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
<b>Minority Firm Name</b>	<b>MBE Certification Number</b>
<b>FEIN</b> Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

**SUMMARY**

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
<b>Total All MBE Participation:</b>	<b>_____ %</b>

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name  
(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT THIS AFFIDAVIT WITH TORFP  
BID/PROPOSAL**





**ATTACHMENT D-4  
Subcontractor Project Participation Certification**

*Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 within 10 working days of notification of apparent award.*

\_\_\_\_\_ (prime contractor) has entered into a contract with \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name, Title  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Name, Title  
Date \_\_\_\_\_

This form is to be completed monthly by the prime

**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due to the MBE Officer by the 10<sup>th</sup> of the month following the month the services were provided.</b>  <b>Note: Please number reports in sequence</b>	Contract #: <u>G20B4400002</u> Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to MBE subcontractor named above during this reporting period:</b> <table border="1"> <thead> <tr> <th></th> <th><u>Invoice#</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Paid:</b></td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid:</b>	\$ _____		<b>List dates and amounts of any outstanding invoices:</b> <table border="1"> <thead> <tr> <th></th> <th><u>Invoice #</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Unpaid:</b></td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid:</b>	\$ _____	
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2.																																							
3.																																							
4.																																							
<b>Total Dollars Unpaid:</b>	\$ _____																																						

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Thomas Montanye, To Manager Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202  tmontanye@sra.state.md.us	Margie J. Gordon, CPPB TO Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202  <a href="mailto:mgordon@sra.state.md.us">mgordon@sra.state.md.us</a> and <a href="mailto:procurement@sra.state.md.us">procurement@sra.state.md.us</a>
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This form must be completed by  
MBE subcontractor

**ATTACHMENT D-6  
Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # G20B4400002 Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____
Prime Contractor:		Contact Person:

**\*\*Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Thomas Montanye, To Manager Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202  tmontanye@sra.state.md.us	Margie J. Gordon, CPPB TO Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202  <a href="mailto:mgordon@sra.state.md.us">mgordon@sra.state.md.us</a> and <a href="mailto:procurement@sra.state.md.us">procurement@sra.state.md.us</a>
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**Code of Maryland Regulations (COMAR)**  
**Title 21, State Procurement Regulations**  
*(regarding a waiver to a Minority Business Enterprise subcontracting goal)*

**COMAR 21.11.03.11 - Waiver.**

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
  - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
    - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
    - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
  - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
  - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D-7**  
**MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of \_\_\_\_\_  
Name of Prime Contractor)

located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

on \_\_\_\_\_ contacted certified minority business enterprise, \_\_\_\_\_  
(Date) (Name of Minority Business)

\_\_\_\_\_ located at \_\_\_\_\_,  
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number G20B4400002, project name Systems Development Staffing Support.

List below the type of work/ service requested:

Indicate the type of bid sought, \_\_\_\_\_. The minority business enterprise identified above is either unavailable for the work /service in relation to project number \_\_\_\_\_, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

\_\_\_\_\_  
(Signature) (Date)

**Note:** Certified minority business enterprise must complete Section II

**Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)**

I hereby certify that the firm of \_\_\_\_\_ MBE Cert.# \_\_\_\_\_  
(Name of MBE Firm)

located at \_\_\_\_\_  
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number \_\_\_\_\_, ON \_\_\_\_\_  
(Date)

by \_\_\_\_\_  
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

\_\_\_\_\_  
(Name) (Title) (Phone)

\_\_\_\_\_  
(Signature) (Fax Number)

# ATTACHMENT 3 – TASK ORDER AGREEMENT

## CATS+ TORFP# G20B440002 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ day of \_\_\_\_ Month, 201\_\_ by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Maryland State Retirement Agency.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland State Retirement Agency, as identified in the CATS+ TORFP # G20B440002.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # G20B440002, dated January 24, 2014, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d. “TO Procurement Officer” means Margie J. Gordon. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Maryland State Retirement Agency and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Thomas Montanye of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal
    - d. Exhibit C – TO Financial Proposal
  - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be

treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **five (5) years** commencing on the date of Notice to Proceed (which shall be on or about **June 1, 2014**) and terminating on **October 31, 2018**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed **\$total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

**TO Contractor Name**

By: Type or Print TO Contractor POC \_\_\_\_\_

\_\_\_\_\_ Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, MARYLAND STATE RETIREMENT AGENCY

By: Margie J. Gordon, CPPB, TO Procurement Officer \_\_\_\_\_

\_\_\_\_\_ Date

Witness: \_\_\_\_\_



## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

# ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

## INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from: a. The CATS+ RFP from Section 2.9 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP	
Experience: Insert the experience description from the CATS+ RFP  a. The CATS+ RFP from Section 2.9 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.9 of this TORFP  Provide dates in the format of MM/YY to MM/YY	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.9 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**TO Contractor’s Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITH TO TECHNICAL PROPOSAL  
SIGNATURE OF PROPOSED INDIVIDUAL REQUIRED AT THE TIME OF THE ORAL PRESENTATION

## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

The MSRA is located in the SunTrust Building  
120 E. Baltimore Street Baltimore, MD 21202-6700

#### **Contractors' Parking**

The hourly rates for the Sun Trust Building garage are:

0 to ½ hour	\$8
½ hour to 1 hour	\$11
1 hour to 1½ hours	\$16
Daily Max	\$22

(Parking Garage prices subject to change without notice)

The entrance to the garage is on Calvert Street. If you park in the SunTrust Building garage, enter the garage elevator and proceed to the building lobby which is designated as floor 1. Once in the lobby Contractors will be required to sign in and then proceed to the 16<sup>th</sup> floor.

#### **Coming from the north:**

- Take I-83 S toward Baltimore
- Turn right on Fayette St. via Exit 1
- Turn left onto St. Paul St.
- Turn left onto E. Baltimore St.
- SunTrust building is at corner of E. Baltimore and Calvert Streets

#### **Coming from the south:**

- Take I-95 N toward Baltimore
- Take I-395 N via Exit 53 toward downtown
- Follow signs to I-395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)
- SunTrust building is at corner of Calvert and E. Baltimore Streets

#### **Coming from the Eastern Shore:**

- Take US-50 W to I-97 N (Exit 13 B)
- Take I-97 N to I-695 W Baltimore Beltway (Exit 17 A)
- Merge onto I-295 N (Exit 7 B) toward Baltimore
- Turn right onto W. Pratt St.
- Turn left onto S. Charles St.
- Turn right on E. Baltimore St.
- SunTrust building is at corner of E. Baltimore and Calvert Streets

#### **Coming from the west:**

- Take I-70 toward Baltimore
- Merge onto I-695 S/Baltimore Beltway via Exit 91 A toward I-95 S Glen Burnie

- Take I-95 N via Exit 11 A toward Baltimore
- Take I-395 N via Exit 53 toward downtown
- Follow signs to I-395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)
- SunTrust building is at corner of E. Baltimore and Calvert Street

**The entrance to the garage is located on Calvert Street.** All parking fees are the responsibility of the OFFEROR/Contractor. The Maryland State Retirement Agency will not pay for any parking fees. **Parking may also be available on the street in front of the SunTrust Building. MSRA is located in the Sun Trust building on 120 E. Baltimore, 16<sup>th</sup> Floor, Baltimore, MD 21202. All visitors to the building MUST sign in at the front desk before proceeding to MSRA.**

**Please send an email with the number of attendees to the procurement office ([procurement@sra.state.md.us](mailto:procurement@sra.state.md.us)) by 2:00 PM on January 30, 2014. If special accommodations are required please notify MSRA immediately so that we can make any necessary AND REASONABLE arrangements. MSRA will NOT reimburse vendors for their travel time, parking, or other expenses.**

## ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #G20B4400002

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of \_\_\_\_\_ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM**

This attachment does not pertain to this solicitation.

## **ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

This attachment does not pertain to this solicitation.



# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #G20B4400002 for Systems Development Staffing Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Margie J. Gordon, CPPB, TO Procurement Officer, Maryland State Retirement Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

# ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland State Retirement Agency (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Systems Development Staffing Support TORFP No. G20B4400002 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**Maryland State Retirement Agency:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

**EXHIBIT A TO NONDISCLOSURE AGREEMENT  
TO CONTRACTOR)**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to [contractoversigh.doit@maryland.gov](mailto:contractoversigh.doit@maryland.gov) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	

<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)          _____          %  <b>(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain the circumstances and any planned corrective actions)</b>_____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?</p> <p><b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b>_____</p>
<p>D) Is the change management procedure being followed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>

# ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. G20B4400002

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

## If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature & Date: \_\_\_\_\_

## ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_



## ATTACHMENT 15 – SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<u>Purpose</u>				
<u>Statement of Work</u>				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by AGENCY prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date		End Date		
<b>Cost</b>				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.			<b><u>AGENCY shall pay an amount not to exceed</u></b>	\$
<b><u>TO Contractor</u></b>		<b><u>AGENCY Approval</u></b>		
_____ <i>(Signature)</i> TO Contractor Authorized Representative (Date)		_____ <i>(Signature)</i> AGENCY TO Manager (Date)		
<b>POC</b>	<i>(Print Name)</i>	<b>TO Manager</b>	<i>(Print Name)</i>	
<b>Telephone No.</b>		<b>Telephone No.</b>		
<b>Email:</b>		<b>EMAIL:</b>		

## **ATTACHMENT 16 – PERFORMANCE EVALUATION FORM**

This attachment does not pertain to this solicitation.